



**STATE OF MONTANA  
INVITATION FOR BID  
(THIS IS NOT AN ORDER)**

<b>IFB Number:</b> 29-5570	<b>IFB Title:</b> Book - 19 (Grocery)
<b>IFB Due Date and Time:</b> 5/12/2010 @ 1:00	<b>Number of Pages:</b> 23

**ISSUING AGENCY INFORMATION**

<b>Procurement Officer:</b> Jim Salmonsens - Warehouse Manager	<b>Issue Date:</b> 4/14/2010
<b>MONTANA STATE PRISON</b> 400 Conley Lake Road Deer Lodge MT 59722	<b>Phone:</b> (406) 846-1320 Ext. 2240 <b>Fax:</b> (406) 846-2959 <b>email:</b> jjsalmonsens@mt.gov <b>Website:</b> http://gsd.mt.gov

**INSTRUCTIONS TO BIDDERS**

<b>COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUESTED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."</b>	<b>Mark Face of Envelope/Package:</b> <b>IFB Number:</b> 29-5570 <b>IFB Due Date:</b> 5/12/2010
	<b>Special Instructions:</b>

**Alternate Bids:**

Vendors may submit alternate bids(a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responding vendor on the their primary bid. Bids must be clearly identified as "Primary" and

**BIDDERS MUST COMPLETE THE FOLLOWING**

<b>Payment Terms:</b> Net 30 days	<b>Delivery Date:</b>
<b>Bidder Name/Address:</b>	<b>Authorized Bidder Signatory:</b>
<b>Bidder Phone Number:</b>	<b>Bidder FAX Number:</b>
<b>Bidder Federal I.D./Social Security Number:</b>	<b>Bidder E-mail Address:</b>

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

DEPARTMENT OF CORRECTIONS  
MONTANA STATE PRISON



JUDY MARTZ, GOVERNOR

400 CONLEY LAKE ROAD  
DEER LODGE, MONTANA 59722

STATE OF MONTANA

(406) 846-1320  
WH. FAX: (406) 846-2959

January 31, 2003

TO: ALL FOOD VENDORS

FROM: Jim Salmonsens, Purchasing Agent  
Joe Mihelic, Food Service Director

SUBJECT: FOOD SPECIFICATIONS

The Montana State Prison (MSP) Food Factory has been licensed by the Montana Department of Livestock to provide finished food products to other Institutions. **Effective July 1, 2003** The Montana Department of Livestock has mandated the MSP Food Factory comply with labeling procedures requiring complete disclosure on approved labels of all ingredients in order of predominance contained with-in a product. Therefore, you will notice a change in the accompanying Bid Specifications for the Fourth Quarter of Fiscal Year 2003, in that all items contained in this Bid Specification listing stipulate the specific ingredients in the specific order, which are acceptable for the identified products. This letter serves as notification that effective **April 1, 2003** the MSP Warehouse will no longer accept items unless it conforms exactly to the bid specifications as written. No deviation from the ingredients listed for each item will be allowed. The items will be refused and returned. The MSP Warehouse will no longer be able to store the refused items until they can be picked-up.

**Bids for all items** must contain a specific brand name. All acceptable items must have a label containing the exact specifications called for in the bid booklet and be referred to by brand name and code number. New brands can be submitted for approval, but first, a sample must be submitted. If the product meets the specification in our bid booklet, the product will appear by brand and code number on the next quarterly bid.

**NO DEVIATION FROM THE INGREDIENTS LISTED FOR EACH ITEM WILL BE ALLOWED.**

"AN EQUAL OPPORTUNITY EMPLOYER"

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02010040 BEANS, Navy, Canned case  
Navy Beans, Water, Sugar, Salt, Onion Powder, and Calcium Chloride. McKenzie, Furmano's, Lakeside, Katie's Finest, Allen, Tom Thumb, Stokelys, Natures Gold, Hanover, Daizy Farms, Our House Or Approved Only.

6 1.00 #10Can 336 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010050 BEANS, Green, Cut, Canned case  
Green Beans, Water, Salt, Zinc Chloride (for color stabilization). Best West, Allen, Garden Harvest, Lakeside Foods, Pembroke, McKenzie, FSA Pride, Pocahontas, Mount Stirling, Crest, Happy Chef, Chefs Best, Perfection, Freshlike Veri-green, Hart, North Pride, Stokelys, Libby's, Seneca, New Era Or Approved Only.

6 1.00 #10Can 336 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010060 BEANS, Kidney, Canned case  
Red Kidney Beans, Water, Salt, Corn Syrup, Calcium Chloride, Citric Acid, and Disodium EDTA. Crest Top, FSA, Alliant, Lakeside Foods, (W/out Sugar), Hoopston Foods, Inc., Natures Gold, Hanover, (Dark or Light in Brine), GoodSum In Brine, Crest Top, Or Approved Only.

6 1.00 #10Can 224 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010135 BEANS, Pinto, Canned case  
Prepared Pinto Beans, water, salt, calcuim chloride (firming agent), and calcium disodium EDTA for color retention. Chiquita, Crest Top, Sunwise, Lakeside, Allens, American Farms, Bush's, Or Approved Only.

6 1.00 #10Can 504 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010151 BEETS, Diced, Canned case  
Beets, Water, Salt. Lakeside Foods, Best West, Signature, Sysco Classic, Allens, Perfection, Stokelys, Flv-R-Pac, Libby's, Seneca, Sunny Farms, Or Approved Only.

6 1.00 #10Can 336 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010170 CARROTS, Diced/Sliced case  
Minimum drained weight 72 oz. Carrots, Water, Salt and Calcium Chloride. Best West, Chiquita, Stokely's, Allen, Lakeside Foods, Chef Maxwell, Green Valley, FSA Signature, Libbys, Sysco Classic, Crest Top, Veg-All, Chefs Best, Seneca, Double Farm, Diablo Farms, Or Approved Only.

6 1.00 #10Can 392 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010200 CORN, Whole Kernel, Canned case  
Corn, Water, Sugar, and Salt. Best West, Lakeside Foods, Empress, FSA Pride, Sysco Imperial, Sysco Reliance, Golden Harvest, Deja Foods, Perfection, Del Monte, Happy Chef, Tender Sweet, Dainty Pack, Stokelys, Big Lake, Allens, Port Royal, Seneca, Our House, Hunts Or Approved Only.

6 1.00 #10Can 280 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02010230 POTATOES, Sweet Yams, Canned

case

Sweet Potatoes, Water, Corn Syrup, and Sugar, Citric ACid Crest Top, Taylor's, Allen, Trappy's Sugary Sam, Sysco Classic , Happy Chef, Dunbars, Cannon, Our House, Premium, Or Approved Only.

6 1.00 #10Can 336 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010250 SPINACH, Whole Leaf/Sliced

case

Spinach, Water, Salt. Crest Top, Best West, Allen, Walla Walla, Popeye, Sysco Imperial, Margaret Holmes, Or Approved Only.

6 1.00 #10Can 168 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02010270 VEGETABLES, Mixed

case

Water, Carrots, Potatoes, Celery, Peas, Whole Onions, Green Beans, Corn, Lima Beans, Salt, Onion Flavoring, and Calcium Chloride. Friday, VegAll, Lakeside Foods, Allen, Allen's Chunky, VMX, FSA Elite, Sysco Classic, Stokely's, Perfection, Happy Chef, Chef's Best, Or Approved Only.

6 1.00 #10Can 112 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020040 APPLESAUCE, Can, Unsweetened

case

Apples, Water, Vitamin C (Ascorbic Acid). Deja Foods, FSA, Independent, Chef Maxwell, Our House, Big Lake, Snokist, or Approved Only.

6 1.00 #10Can 112 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020061 APRICOT, Can

case

Apricots, Water, Pear Juice In Concentrate. Diet Delight, Signature, Carbo Trol, Libby's, Healthy USA, Sysco Classic, Sysco Sahara Burst, Our House, Big House, Seneca Or Approved Only.

6 1.00 #10Can 280 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020090 CHERRIES, R.S.P

case

Cherries, Water, High Fructose Corn Syrup, Corn Syrup, and Sugar. Red Ribbon, Truitt Bros (in Heavy Syrup & in Extra Heavy Syrup), Mothers Maid, Pocahontas #12395, Snokist, Or Approved Only.

6 1.00 #10Can 56 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020121 FRUIT Cocktail

case

FRUIT Cocktail, In Syrup

Diced Peaches, Diced Pears, Water, Grapes, Corn Syrup, Pineapple Segments, Sugar, Halved Cherries Artificially Colored Red. Best West, IGA, Sysco Classic, Empress, Signature, California Healthy Harvest, Libbys, Our House , Chef Maxwell, Or Approved Only.

6 1.00 #10Can 560 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02020140 GRAPEFRUIT/ORANGE Sections case  
Citrus Fruit (grapefruit and orange), Water, Sugar. Royalty, Empress, Import, Mitsui, Port Royal Premium, Harvest Of Eden, Or Approved Only.

12 46.00 oz 112 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020150 ORANGE/Mandarin case  
Water, Mandarin Orange Segments, and Sugar. Diced or Sliced Only. Festival, Chef Maxwell, Big Lake, Deja Foods, Nobility, Port Royal, Premium, Anne Elise, Or Approved Only.

6 1.00 #10Can 336 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020170 PEACHES,Can,in L.Syrup Diced/Sliced case  
Peaches, Water, Corn Syrup, and Sugar. Best West, IGA, California Fruit & Tomato Kitchens, Signature, Sysco Imperial, Chef Maxwell, Taste O' the West, Deja Foods, Bobbie, Our House, Port Royal, Or Approved Only.

6 1.00 #10Can 392 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020192 PEARS, Can, in Juice,(Diced/Sliced) case  
Pears, Water, and Pear Juice Concentrate. Mt. Diablo, Healthy USA, Sysco Sahara Burst, FSA, Signature, Snokist (Red & Blue Labels), Best West, Libby's, Independent (sliced only), Our House, Big Lake, Or Approved Only.

6 1.00 #10Can 224 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020211 PINEAPPLE, Can case  
Pineapple, Clarified Pineapple Juice, Sugar. CRUSHED, WHOLE, & SLICED PINEAPPLE UNACCEPTABLE. Del Monte, Festival, Sysco International Classic, Deja Foods, Pacific Delite, Our House, Big Lake, Port Royal, Benjamin or Approved Only.

6 1.00 #10Can 112 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020260 TOMATO, Diced case  
Tomatoes, Tomato Juice, Salt, Calcium Chloride, Citric Acid. Pocahontas, Red Gold, California Fruit & Tomato Kitchens, Nugget, Anna Maria, Sysco Reliance, Sysco Imperial, Mission Pride, Best West, Valentino, California Great Choice, Red Pack, Our House, Big Lake, California Healthy Harvest, Angela Mia, Hunts or Approved Only.

6 1.00 #10Can 504 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02020270 TOMATO, Paste case  
Tomatoes. Nugget, Red Gold, Best West, California Fruit & Tomato Kitchens, FSA Signature, Best West, Anna Maria, Port Royal, Our House, Or Approved Only.

6 1.00 #10Can 56 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

## IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit
02020280	TOMATO, Puree					case
	Tomato Concentrate (water and tomato paste), Citric Acid. Nugget, FSA Signature, San Benito, Tomato Delight, Red Gold, California Fruit & Tomato Kitchens, Big Lake, Our House Or Approved Only.					
		6	1.00	#10Can		56 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02020300	FRUIT, Cocktail, Tropical					case
	Pineapple, Red Papaya, Yellow Papaya, Guava, Water, Passion Fruit Juice, Guava Juice, Sugar, Our House, Madison, Chef Maxwell, Madison, Or Approved Only.					
		6	1.00	#10Can		112 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02030030	CEREAL, Hot, Cream Of The West					case
	100% Whole Roasted Wheat. Cream Of The West Or Approved Only.					
		12	24.00	oz		30 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02030050	CEREAL, Hot, Farina					case
	Wheat Farina, Wheat Germ, Disodium Phosphate, Calcium Phosphate (iron source), Niacin, Thiamin, Mononitrate (vit. B1), Riboflavin (vit. B2), Folic Acid. Grand Union, ShurFine, Sysco House Recipe, Farina Mills, U S millsOr Approved only					
		12	28.00	oz		50 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02030060	CEREAL, Rolled Oats					sack
	100% Oats (Not Quick Cooking). Montana Milling, 21st Century Grain, Grain Millers, DDA, Or Approved Only.					
		1	50.00	lb		110 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack
02030090	CEREAL, Hot, Malt-O-Meal					case
	Wheat Farina, Malted Barley, Calcium Carbonate, Iron Phosphate, Niacinamide (niacin), Pyridoxine Hydrochloride (Vitamin B6), Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2) and Folic Acid (folate). Malt-O-Meal or Approved Brands Only.					
		12	28.00	oz		75 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02030110	CEREAL, Rolled Wheat					sack
	100% Wheat Flakes. Zoom, Montana Milling Inc., Wheat Montana, Or Approved Only.					
		1	50.00	lb		50 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02030550 CEREAL, Bran, Raisin Bulk

case

Wheat Bran, Raisins, Sugar, High Fructose Corn Syrup, Salt, Malt Flavoring, Annatto (color). Malt-O-Meal Or Approved Only Or

Wheat Bran, Raisins, Sugar, High Fructose Corn Syrup, Salt, Malt Extract, Iron (Ferric Orthophosphate), Vitamin C (Sodium Ascorbate), Vitamin A (Palmitate), Niacinamide, Vitamin B1 (Thiamine Mononitrate), Vitamin B6 (Pyridoxine Hydrochloride), Vitamin D (Cholecalciferol), Vitamin B2 (Riboflavin), Folic Acid. Contains Wheat BHT added to packaging to help preserve freshness. Western Family, Ralston, or Approved Only.

8 35.00 oz 80 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030555 CEREAL, Bran Flakes

case

Whole Grain Wheat, Wheat Bran, Sugar, High Fructose Corn Syrup, Salt, Malt Extract, Annatto color, Vitamin E (alpha tocopherol, acetate), Vitamin C (ascorbic acid), Reduced Iron, Vitamin A (palmitate and beta carotene), Turmeric (for color), niacin (niacinamide), Zinc (zinc oxide), Vitamin B6 (pyridoxine hydrochloride), Vitamin B12, Vitamin D, folate (folic acid), Vitamin B2 (riboflavin), Vitamin B1 (thiamin mononitrate). Contains wheat ingredients. Wheat used in this product contains traces of soybeans. Malt-O-Meal, Western Family, Ralston, Or Approved Only

4 40.00 oz 150 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030560 CEREAL, Cheerios, Bulk

case

Rolled Oats, Wheat Starch, Milled Corn, Salt, Sugar, Trisodium Phosphate, Calcium Carbonate, Color, Tocopherols, Iron (as reduced iron), Niacinamide, Thiamine Mononitrate, D-Calcium Pantothenate, Pyridoxine Hydrochloride, Folic Acid. May Contain Traces Of Nuts. Spencers Or Approved Only OR:

Whole Grain Oat Flour (Includes the oat bran), Modified Food Starch, Wheat Starch, Sugar, Salt, Oat Fiber, Calcium Carbonate, Natural Flavor, Trisodium Phosphate, Vitamin E (Mixed Tocopherols) added to preserve freshness. Vitamins & Minerals: Reduced Iron & Zinc Oxide (mineral nutrients), Vitamin C (Sodium Ascorbate), A B Vitamin (Niacinamide), Vitamin B6 (Pyridoxine Hydrochloride), Vitamin B2 (Riboflavin), Vitamin B1 (Thiamin Mononitrate), Vitamin A Palmitate (protected with BHT), A B Vitamin (Folic Acid), Vitamin B12, Vitamin D. Malt-O-Meal, Signature, Western Family, or Approved Only.

8 35.00 oz 150 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02030570 CEREAL, Corn Flakes, Bulk

case

Milled Corn, Wheat Starch, Sugar, Malt Extract, Salt, Sodium Bicarbonate, Iron (as reduced iron), Niacinamide, Thiamine Mononitrate, D-Calcium Pantothenate, Pyridoxine Hydrochloride, Folic Acid. May Contain Traces Of Nuts. Spencers Or Approved Only OR

Milled Corn, Sugar, Salt, Malt Syrup, Corn Syrup, Vitamins & Iron: Sodium Ascorbate (Vitamin C), Reduced Iron, Niacinamide (Niacin), Pyridoxine Hydrochloride (Vitamin B6), Riboflavin (Vitamin B2), Vitamin A (Palmitate), Thiamin Mononitrate (Vitamin B1), Folic Acid, Vitamin D. Flavorite, IGA, Malt-O-Meal, Western Family, Signature, Ralston, or Approved Only

8 35.00 oz 50 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02030640 CEREAL, Shredded Mini Wheat case  
 CEREAL, Shredded Mini Wheat, Spoon Size, Bulk  
 100% Whole Grain Wheat. BHT is Added to the packaging material. Western Family, Or Approved Only  
 4 56.00 oz 250 case  
 Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02040200 ENCHILLADAS, Beef case  
 2.5 oz. #1 Filling: Water, beef, textured vegetable protein product [soy flour, caramel color, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium panthothenate, thiamine mononitrate, riboflavin, folic acid], contains less than 2% of flavorings, jalapeno peppers [jalapeno peppers, salt, acetic acid, sodium benzoate], paprika, salt, Corn Tortilla: ground corn (corn flour, guar gum, cellulose gum, mono and diglycerides, lime), water, sodium alginate added. Butcher Boy Or Approved Only.  
☐ OR #2 Filling: Water, beef, textured vegetable protein product [soy flour, caramel color, zinc oxide, niacinamide, ferrous sulfate, copper gluconate, vitamin A palmitate, calcium panthothenate, thiamine mononitrate (B1), Pyridoxine Hydrochloride (B6), Riboflavin (B2), and Cyanocobalamin (B12)], Modified Food Starch, Flavorings, Salt, and Minced Onion. Corn Tortilla: Corn, Water, and Lime. Los Cabos 61250, Or Approved Only.  
 120 2.50 oz 20 case  
 Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02040210 EGG ROLL, Vegetarian case  
 3 oz. Filling Ingredients: Cabbage, Celery, Carrot, Water Chestnuts, Bamboo Shoots, Onion, Rice, Broccoli, Vermiceli (Green Mung Beans, Broadbeans, Peas, Water), Cottonseed Oil, Soy Sauce (Water, Soya Beans, Salt, Flour), Sugar, Salt, Modified Food Starch, Sesame Seed Oil, Flavoring (Autolyzed Yeast Extract, Partially Hydrogenated Cottonseed and Soy Oils, Natural Flavoring), Garlic Powder, Dehydrated Soy Sauce [Soy Sauce (Wheat, Soybeans, Salt), Maltodextrin, and Salt], Spice, Dried Shitake Mushroom Powder. Wrapper Ingredients: Enriched Wheat Flour [Wheat Flour, Malted Barley Flour, Niacin, Reduced Iron, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2), Folic Acid], Water, Enriched Durum Flour [Durum Flour, Niacin, Ferrous Sulfate, Thiamine Mononitrate (Vitamin B1), Riboflavin (Vitamin B2), Folic Acid], Eggs, Cottonseed Oil, Wheat Protein, Salt, Sodium Benzoate. Fried in Cottonseed and /or Soybean Oil. Jad Mt, Minh, InnovAsian 60043 Cuisine or Approved Brands Only.  
 100 3.00 oz 130 case  
 Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02041050 FISH, Tuna, Chunk, Canned case  
 Chunk Light Tuna, Spring Water, Vegetable Broth (contains soy), Salt. Chicken Of The Sea, Duet, Pocahontas, Pride, World Horizons, Bumble Bee, Port Royal, Premium, Or Approved Brands only. Skip Jack not an Acceptable Product.  
 6 66.50 oz 250 case  
 Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02060520 SALT, Granulated sack  
 Iodized. Salt, Sodium Silicoaluminate. Special Purity, Sysco Classic, Mortons, or Approved Only.  
 1 25.00 lb 30 sack  
 Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack



# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02060540 SUGAR, Brown

sack

Bulk. Medium. Soft. Packed in polylined bag. Brown sugar must be soft and easy to crumble upon delivery or vendor will replace at their expense. Delivery to be made as ordered. Sugar, Molasses, Invert Syrup. Imperial, Spreckels, White Satin, Or Approved Only.

1 50.00 lb 50 sack

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / sack

02061090 P/C, MUSTARD

case

500 1.00 ct 20 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061110 P/C, PEPPER, Black

case

3000 1.00 ct 50 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061150 P/C, SUGAR

case

3000 1.00 ct 100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061175 P/C, Diet Assorted Jelly

case

200 1.00 ct 10 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061198 P/C DRESSING, Ranch, Fat Free

case

200 1.00 ct 100 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061201 P/C DRESSING, Italian, Fat Free

case

200 1.00 ct 30 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02061510 KETCHUP, Vol-Pak

box

Tomato Concentrate (water, tomato paste), High Fructose Corn Syrup, Distilled Vinegar, Corn Syrup, Salt, Onion Powder, Garlic Powder, Natural Flavors. Hunts, Heinz, BIB Ketchup, Signature Or Approved Only.

1 3.00 gal 220 box

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / box

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit
02061630	MUSTARD, Prepared, Yellow					case
	Water, Vinegar, Mustard Seed, Salt, Tumeric, Spices. Sysco, Signature, Groeb Farms, Or Approved Only.					
		4	1.00	gal		20 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02063170	MOLASSES					gal
	Molasses, 1/10 of 1% Potassium Sorbate as a preservative. Sysco, Dean's, Defarm, Groebbb Farms, Golden Barrel Or Approved Only.					
		1	1.00	gal		10 gal
	Brand: _____	_____	_____	_____	\$_____.	_____ / gal
02063190	YEAST, Saf					case
	Yeast (Saschatomyces cervisiae), Sorbitan Monostearate, Ascorbic Acid. Saf Instant ONLY!					
		20	16.00	oz		15 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02064170	SAUCE, Soy, Light, Diet					gal
	Water, Hydrolyzed Soy Protein, Corn Syrup, Salt, Caramel Color, Lactic Acid, Potassium Sorbate (preservative). La Choy Or Approved Only.					
		1	1.00	gal		10 gal
	Brand: _____	_____	_____	_____	\$_____.	_____ / gal
02064305	VINEGAR, White					gal
	Distilled with water to a uniform pickling and table strength of 5% (50 grain) acidity. FSA, Admiration, 1911, Sysco Classic, Zatarains, Woeber, Western Family, Four Monks, or Approved Only.					
		1	1.00	gal		160 gal
	Brand: _____	_____	_____	_____	\$_____.	_____ / gal
02080110	RAISINS, Midget, Commercial					case
	U.S. Grade A. Seedless.					
		1	30.00	lb		10 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02080530	BROCCOLI, Frozen					case
	No added ingredients. Must be 1" - 1 ½" no larger, no shredded.					
		1	20.00	lb		400 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02080740	PEAS, Frozen					case
	No added ingredients.					
		1	20.00	lb		150 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02080773 POTATOES, Crispy Crown

case

Potatoes, Partially Hydrogenated Vegetable Shortening (soybean oil and/or canola oil) and/or Palm Oil and/or Beef Fat, Dehydrated Potato Flakes (Potatoes, Mono & Diglycerides, Sodium Acid Pyrophosphate, Citric Acid), Salt, Corn Flour, Enriched Wheat Flour (wheat flour, niacin, iron, thiamine mononitrate, riboflavin, folic acid), Natural Flavoring, Disodium Dihydrogen Pyrophosphate (to promote color retention), Dextrose. Crusader, Tater Bucks, Imperial Tater Circles, Lambweston, Or Approved Only.

6 5.00 lb 30 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02080780 POTATOES, Hashbrowns, Frozen

case

2 oz Portions. Potatoes, Vegetable Shortening (partially hydrogenated soybean oil and/or palm oil) and/or Beef Fat, Potato Flour, Salt, Disodium Dihydrogen Pyrophosphate (to promote color retention), Dextrose. Weston, Simplot Tri Tater, Or Approved Only.

240 2.00 oz 170 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02080877 VEGETABLES, Italian Blend, Frozen

case

Must be 1" - 1 ½" no larger.

Zucchini squash, Caluliflower, Carrots, Italian type Green Beans, Lima Beans, Red Bell Peppers and salt. FSA, Somerset #402, Simplot, Signature, Crown Point, Packer or Approved Only.

1 20.00 lb 220 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02081023 VEGETABLES, Normandy Blend, Frozen

case

Must be 1" - 1 ½" no larger.

Broccoli, Cauliflower, and Carrots. Flav-R-Pac, AgriStar, Valley Fresh, Packers, Sweet Pickens, FSA #3071, LAFoods California Blend, Chef Maxwell, Good Source, Or Approved Only.

1 20.00 lb 130 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02090020 FLOUR, Bread

sack

High Altitude. Wheat Flour, Malted Barley Flour, Niacin, Iron, Thiamine Mononitrate, Riboflavin, Folic Acid. Gold Medal, Harvest King, General Mills Big Loaf, Rocky Mountain Fine or Approved Brands Only.

1 50.00 lb 200 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090040 FLOUR, Cake

sack

High Altitude. Wheat Flour, Niacin, Iron, Thiamine Mononitrate, Riboflavin, Folic Acid. Cereal, Purasnow, Con Agra Pikes Peak, General Mills, Con Agra American Beauty, ADM or Approved brands only.

1 50.00 lb 50 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02090090 FLOUR, High Gluten

sack

High Altitude. Wheat Flour, Malted Barley Flour, Niacin, Iron, Ascorbic Acid, Thiamine Mononitrate, Riboflavin, Folic Acid, Ascorbic Acid Added As A Dough Conditioner. King Kaiser, Cereal Foods, Genral Mills, DDA Or Approved Only.

1 50.00 lb 50 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090105 FLOUR, Pastry White

sack

High Altitude. No Added Ingredients. ConAgra, ADM Milling Co (Bluebird Pastry), GM, or Approved Brands Only.

1 50.00 lb 50 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090110 FLOUR, Rye

sack

1 50.00 lb 5 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090120 FLOUR, Wheat, Cracked

sack

No added ingredients. ConAgra, Montana Milling, Bay State Milling, ADM or Approved Brands only.

1 50.00 lb 10 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090130 FLOUR, Wheat, Whole

sack

High Altitude. No added ingredients. Cereal Foods, Montana Milling, Packer, ConAgra, Rocky MNT, or Approved Brands Only.

1 50.00 lb 300 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

02090551 CRACKERS, Salt Free

case

Enriched Wheat Flour (wheat flour, niacin, reduced iron, thiamine mononitrate, riboflavin and folic acid), Partially Hydrogenated Vegetable Oil Shortening (contains one or more of the following oils: soybean, cottonseed, canola, sunflower), Salt, Sodium Bicarbonate, Yeast, Malted Barley Flour and Enzymes. IGA, Western Family, Or Approved Only.

24 1.00 lb 120 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02090600 STARCH, Food, Clear Gel, Instant

sack

Food Starch Modified, Modified Corn Starch. National Or Approved Brands Only.

1 25.00 lb 20 sack

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / sack

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02091011 PEARL BARLEY

lb

No added ingredients.

1 1.00 lb 400 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091110 POTATOES, Instant

case

Precooked Dried, Selected Russet Potatoes, Whey Solids, and Less than 1% of Calcium Stearoyl Lactylate, Corn Syrup Solids, Soy Protein Isolate, Partially Hydrogenated Vegetable Oils (Palm Kernel, Soybean, and Cottonseed) with Soy Lecithin, Calcium and Sodium Caseinate, Mono- and Di-Glycerides, Preservatives (Sodium Acid Pyrophosphate, Sodium Bisulfite, BHT), Vitamin C (Ascorbic Acid), Dipotassium Phosphate, Artificial Flavor, Datem. Trio, Simplot, or Approved Brands Only.

6 5.50 lb 20 case

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / case

02091131 RICE, Brown, Bulk

lb

Maximum weight 50 pounds. Long Grain Parboiled Brown Rice. Uncle Ben's brand only.

1 1.00 lb 600 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091140 RICE, White, Bulk

lb

Long Grain Parboiled Rice Enriched with Iron, Ferric Orthophosphate, Thiamine (Thiamine Mononitrate), Folic Acid (Folate). Uncle Ben's brand only.

1 1.00 lb 1000 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091525 PASTA, Heavy Wall Elbow Mac., Bulk

lb

Made from 100% Semolina. Must be thick wall. Enriched Durum Semolina, Niacin, Ferrous Sulfate, Thiamine Mononitrate, Riboflavin, Folic Acid. Pasta MT, Dakota Growers, Pasta USA, Or Approved Only.

1 1.00 lb 5300 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

02091595 PASTA, Spaghetti, Bulk, 10"

lb

100% Semolina. Semolina, Ferrous Sulfate, Niacin, Thiamine Mononitrate, Riboflavin, and Folic Acid. R&F, Pasta MT, Ronzoni, Dakota Growers, New World, Albadoro, Or Approved Brands only.

1 1.00 lb 1600 lb

Brand: \_\_\_\_\_ \$ \_\_\_\_\_ / lb

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit

02091599 PIZZA POCKET, Pepperoni

case

4.5 oz. Unbleached enriched flour (wheat barley flour, niacin, reduced iron, thiamin mononitrate, riboflavin, folic acid), water, imitation mozzarella cheese (water, modified food starch, soybean oil, mozzarella cheese [cheese culture, salt, enzymes], casein, nonfat dry milk, contains 2% or less salt, sodium aluminum phosphate, sodium citrate, lactic acid, natural flavor, carrageenan gum, sorbic acid [as a preservative], artificial color), pepperoni (pork, beef, salt, water, dextrose, spices, lactic acid starter, oleoresin of paprika, dehydrated garlic, sodium nitrate, BHA, BHT, citric acid), tomato paste, imitation mozzarella cheese (low moisture part-skim mozzarella cheese [milk, cheese culture, salt, enzymes], imitation mozzarella cheese [water, casein, soybean oil, modified food starch, whey, sodium aluminum phosphate, salt, sodium phosphate, lactic acid, natural flavor, sorbic acid (as a preservative), artificial color]), contains less than 2% of: partially hydrogenated soybean oil, pam oil (with soy lecithin, artificial butter flavor, beta carotene), soybean oil, dried whey, seasoning (spices, salt, garlic powder, maltodextrin, xanthan gum, partially hydrogenated soybean and cottonseed oil), modified food starch, dough conditioner (calcium sulfate, mono and diglycerides, whey, salt, L-cysteine hydrochloride, garlic powder, tricalcium phosphate, enzymes, ethoxylated mono and diglycerides, wheat flour), partially hydrogenated palm kernel oil (with soy lecithin, citric as a preservative), sugar, dried egg yolks, salt, yeast, soy flour, dried egg whites. Contains wheat, milk, egg & soy ingredients. Good Source or Approved Brands Only.

each

100 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02091600 TACO SHELLS, Hard

case

Enriched Corn (corn pressed with lime, niacin, iron, thiamine mononitrate, riboflavin, folic acid), Partially Hydrogenated Soybean or Canola Oil, Water, Artificial Color. Pancho Villa, Los Amigos, Old El Paso, or Approved Only.

200

1.00

each

120 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02110180 FILLING, Pie, Pumpkin

case

Prepared Pumpkin. Stokely's, Newport, Seneca, Port Royal Premium, Our House, or Approved Brands Only.

6

1.00

#10Can

30 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02110550 GELATIN, Lemon

case

Sugar, Dextrose, Gelatin (beef type), Citric Acid, Salt, Natural and Artificial Flavors, Sodium Citrate, FD&C Color (Yellow #5). Diamond Crystal (DCBI), Or Approved Only. R&S Unacceptable!!

6

4.50

lb

10 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

02110560 GELATIN, Lime

case

Sugar, Dextrose, Gelatin (beef type), Citric Acid, Salt, Natural and Artificial Flavors, Sodium Citrate, FD&C Yellow #5 and Blue #1. Diamond Crystal (DCBI), Or Approved Only. R&S Unacceptable!!

6

4.50

lb

10 case

Brand: \_\_\_\_\_ \$\_\_\_\_\_ / case

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit
02110570	GELATIN, Orange					case
	Sugar, Dextrose, Gelatin (beef type), Citric Acid, Salt, Natural and Artificial Flavors, Sodium Citrate, FD&C Artificial Colors (yellow #6). Diamond Crystal (DCBI), Or Approved Only. R&S Unacceptable!!					
		6	4.50	lb		10 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02110620	GELATIN, Strawberry					case
	Sugar, Dextrose, Gelatin (beef type), Citric Acid, Salt, Natural and Artificial Flavors, Sodium Citrate, FD&C Colors (Red #40). Diamond Crystal (DCBI), Or Approved Only. R&S Unacceptable!!					
		6	4.50	lb		10 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02111555	PUDDING, Coconut					case
	Add water only. Sugar, Modified Corn Starch, Whey Protein Concentrate, Coconut, Partially Hydrogenated Soybean Oil, Sodium Phosphate, Lecithin, Artificial Flavor, Salt, Artificial Color (Yellow #5 and #6), Ascorbic Acid (Vitamin C), Vitamin A. Bernard or Approved Brand Only.					
		1	1.00	each		22 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02111565	PUDDING, MIX, Chocolate					sack
	Add water only. Sugar, Modified Corn Starch, Whey Protein Concentrate, Cocoa (Chocolate Flavor Only), Partially Hydrogenated Soybean Oil, Sodium Phosphate, Lecithin, Artificial Flavor, Salt, Artificial Color (Including Yellow #5), Ascorbic Acid (Vitamin C), and Vitamin A. Bernard or Approved Brand Only. R&S Unacceptable!!					
		1	25.00	each		22 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack
02111570	PUDDING, Chocolate, Diet					case
		12	8.00	oz		5 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02111585	PUDDING, MIX, Lemon Speedy Crème					sack
	Add water only. Sugar, Modified Corn Starch, Whey Protein Concentrate, Partially Hydrogenated Soybean Oil, Sodium Phosphate, Lecithin, Natural Flavor, Salt, Artificial Color (Yellow #5 & #6), Ascorbic Acid (Vitamin C), Vitamin A. BERNARD ONLY ACCEPTABLE BRAND!!!					
		1	25.00	lb		22 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack
02111645	PUDDING, MIX, Vanilla					sack
	Add Water Only. Dextrose, Modified Food Starch, Whey, Sodium Phosphates, Calcium sulfate, Natural & Artificial Flavor, salt and caramel color. Bernard Or Approved Only. R&S Unacceptable!!					
		1	25.00	lb		44 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack

# IFB BID BOOKLET

Book 19 - Grocery		Pack Size			Quote	
SIM	Brand	Qty	Size	Units	Cost	/ Unit
02111650	PUDDING, Vanilla, Diet Instant. "No Saccharin Allowed".					case
		12	8.00	oz		5 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02111665	PUDDING, Butterscotch					sack
	Add water only. Sugar, modified corn starch, whey protein concentrate, partially hydrogenated soybean oil, sodium phosphate, lecithin, artificial flavor, salt, artificial color (Yellow #5 and #6), ascorbic acid (Vitamin C), and Vitamin A. Bernard or Approved Brand Only. R&S Unacceptable!!					
		1	25.00	lb		22 sack
	Brand: _____	_____	_____	_____	\$_____.	_____ / sack
02120022	MARGARINE, Unsalted					case
	Liquid soybean oil, partially hydrogenated soybean oil, water, vegetable lecithin, mono and diglycerides, potassium sorbate and citric acid (as a preservative), artificial flavor, artificial color, ( beta carotene), vitamin A palmitate added. Deans Table, Best Sysco, Sauer 82615, Ventura Or Approved Only.					
		30	1.00	lb		100 case
	Brand: _____	_____	_____	_____	\$_____.	_____ / case
02120060	SHORTENING, A.P.					box
	NO MEAT FATS. Partially hydrogenated soybean and/or cottonseed oils. Pocahontas, DDA, Big Lake, Signature, Ventura or Approved Brands Only.					
		1	50.00	lb		20 box
	Brand: _____	_____	_____	_____	\$_____.	_____ / box
02120530	OIL, Salad					drum
	Fully Refined Soybean Oil. Dawn, Sysco Reliance, Pocahontas, Golden Chef, Ventura, FSA, Chef's Pride, Or Approved Brands Only.					
		1	5.00	gal		20 drum
	Brand: _____	_____	_____	_____	\$_____.	_____ / drum



# **MONTANA STATE PRISON SPECIFICATIONS**

## **(Mail Bid Only)**

### **1. Bidding Process**

The following steps should be followed in submitting a bid responsive to this Information for Bid (IFB) package:

- 1.1** Fill in all data blanks for each item quoted.
- 1.2** Complete all requested information on the IFB Bid Booklet cover attaching a notarized Montana-Made Product Affidavit if this preference is claimed on any quoted items.
- 1.3** Mail completed IFB Bid Booklet package per instructions to Montana State Prison.

### **2. Bid Requirements**

- 2.1** Purchase Orders may not be issued for less than \$100.00.
- 2.2** Purchase orders will be issued to the successful suppliers.
- 2.3** All items must be bid in terms of the unit specified, i.e. pounds, gallons, pints, cases, etc. Failure to bid in specified units, including Pack Specs and Brands, will result in those items being rejected.
- 2.4** Item quantities may be decreased, increased, or canceled within 15 calendar days of the purchase order award. Product is to be delivered as ordered, or when ordered by the user agency. Any decrease, cancellation, or increase beyond this time will be subject to supplier approval.
- 2.5** Changes to the original specifications will be considered alternates and will be considered for award only if:
  - a. no bids are received on the original specifications or;
  - b. the same supplier has the item awarded on the original specification and provides an alternate bid on the same item.
- 2.6** Offerings of products in other than requested Pack Specs would be considered acceptable bids and not alternate bids. However, such offerings must be comparable to the other bids received and are subject to the further acceptance of the user agency.
- 2.7** The State of Montana reserves the right to award in the best interest of the Montana State Prison.
- 2.8** Product Sample must be provided prior to Bid being awarded.

### **3. Product Acceptance**

- 3.1** All items are to be as specified or a pre-approved brand as required.
- 3.2** PRE-APPROVED BRANDS: A brand and/or product that has been evaluated and documented as meeting the specifications and is acceptable to the using agency (s) prior to issuance of the Invitation For Bid (IFB).
- 3.3** Product approval of items will be made by this agency.

# SAMPLE

IFB FOOD BOOKLET

18 - Miscellaneous

IFB Number: 95-1007

SIM	Brand	-----Pack Size-----			-----Quote-----	
		Qty	Size	Units	Cost / Unit	
02060520	Spice, Salt, Granulated Iodized. Bulk. Federal Specification 5ss-31d.				Sacks	
	MT Made: YES _____	1	25.0	Pound	60 Sacks	
	Brand: : <u><b>Morton</b></u>	<u><b>1</b></u>	<u><b>20</b></u>	<u><b>Lb</b></u>	\$ <u><b>3.02</b></u>	/Sacks
02060600	Spice, Taco Seasoning				Each	
	MT Made: YES _____	1	5.0	Pound	20 Each	
	Brand: : <u><b>Ortega</b></u>	_____	_____	_____	\$ <u><b>10.17</b></u>	/Cases
02060620	Spice, Thyme, Ground				Each	
	MT Made: YES _____	1	12.0	Ounce	1 Each	
	Brand: : <u><b>F.S.A.</b></u>	<u><b>1</b></u>	<u><b>13.0</b></u>	<u><b>Oz</b></u>	\$ <u><b>5.67</b></u>	/Cases
02061070	P/C, Dressing, Salad Individual, 12 gram.				Cases	
	MT Made: YES <u><b>X</b></u>	200	12.0	Gram	100 Cases	
	Brand: <u><b>P.P.I.</b></u>	<u><b>100</b></u>	<u><b>12.0</b></u>	<u><b>Gr.</b></u>	\$ <u><b>4.11</b></u>	/Cases
02061110	P/C, Pepper Black PACKETS: Black. 4 flutes per packet				Cases	
	MT Made: YES _____	3000	1.0	Each	25 Cases	
	Brand: <u><b>Crescent</b></u>	_____	_____	_____	\$ <u><b>16.59</b></u>	/Cases
02061140	P/C, Salt, Nu-Salt Individual packets, .4 oz				Cases	
	MT Made: YES _____	2000	0.4	Ounce	6 Cases	
	Brand: _____	_____	_____	_____	\$ <u><b>N/B.</b></u>	/Cases
02061570	Dressing, Mayonnaise No less than 75% oil. Not less than 4% by weight of egg yolk ingredients. Sysco, Kraft, Nifda, Silver Rey or Nalley's brands only.				Drums	
	MT Made: Yes _____	1	30.0	Pound	10 Drums	
	Brand: <u><b>Nalleys</b></u>	<u><b>1</b></u>	<u><b>10</b></u>	<u><b>Lb</b></u>	\$ <u><b>5.22</b></u>	/Drums

Note: If ONLY the is filled in we will assume that Pack Sizes are as specified. N/B = No Bid.

# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

**DEBARMENT:** The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

**HOLD HARMLESS/INDEMNIFICATION:** The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

# GENERAL SPECIFICATIONS

## 1. Deliveries

- 1.1 Successful suppliers will commence deliveries immediately after receipt of the purchase order on or before July 1, 2005.
- 1.2 Deliveries will be for the exact amount ordered.
- 1.3 Deliveries are to be made to the Montana State Prison Receiving Warehouse. Delivery hours will be between 8:00 AM and 3:00 PM, Monday through Friday, excluding holidays. For immediate unloading of large deliveries, suppliers should coordinate with this agency. It is suggested that a four (4) hours advanced notice (telephone call) would be appropriate.
- 1.4 Note: This agency may charge the supplier for additional costs for after hours and weekend deliveries. Such deliveries will be allowed only at the convenience of the agency and will be arranged in advance.
- 1.5 The supplier must prepare all products for shipment according to industry standards. All goods received must be undamaged from transit, delivered and invoiced in the amount ordered, and supplied at the pack, price, grade and/or brand name described in the purchase order. Any damaged product will be the responsibility of the supplier and will be replaced at no additional charge to the user agency.
- 1.6 Delivery tickets are to accompany each shipment and are to be signed by the receiver. Three (3) copies are to be left with the receiver. GOODS WILL NOT BE RECEIVED unless an itemized invoice accompanies the shipment.
- 1.7 All delivery invoices must contain pack size, brand, portion size, and unit price.
- 1.8 All items delivered shall be current pack and shall, under proper storage conditions, and have at least a minimum of a three (3) month shelf life.
- 1.9 Deliveries for all Quarterly Frozen Food Items shall be made in three equal parts commencing on the first week of the first month of the quarter and the first week of the remaining two months. Refer to the specific specifications for any additional information.

## 2. Acceptance

- 2.1 The user agency has the right to reject any or all products that do not appear to meet specifications. Final inspection and acceptance of all products will be made at the time of the product is opened and prepared for use in the kitchens (within three (3) months from date of the delivery).
- 2.2 All items of one kind are to be the same brand as indicated on the bid: differing brands for a single item will be rejected, additionally, two or three brands delivered for a single item will be rejected by the user agency.
- 2.3 The Montana State Prison reserves the right to call for official USDA inspection in any instance where the drained weight, syrup density, count, quality or condition of the product is in question. If the item meets specifications, quality and condition, Montana State Prison shall bear the cost of the inspection. If the item is rejected or fails to meet those requirements, the supplier will pay the cost of inspection and shall be required to correct the problem to satisfy the bid requirements in a timely fashion.
- 2.4 Purchase orders will carry no notation when an USDA certificate is not required, but will indicate the brand name and specification for items to be delivered.
- 2.5 CERTIFICATES: All items requiring USDA certificates must be covered and accompanied by either (1) an original, (2) a manually signed true copy, or (3) Photocopy of a certificate of quality and condition issued by the USDA. No other type of inspection certificate will be accepted.
- 2.6 TIME LIMIT: The certificate must be dated and issued within twelve (12) months prior to the date of shipment for canned vegetables, canned fruit and fruit juices.
- 2.7 If higher-grade merchandise is offered for delivery in lieu of that specified in the bid, it shall be acceptable, provided all other requirements are met. All cases and cans shall be in good condition at the time of delivery and shall, under proper storage conditions, have a shelf life of at least twelve (12) months, except for aseptic-pack juices which must have a shelf life minimum of four (4) months when received by agency.

## 3. Payment

- 3.1 Payment to the supplier will be made by the user agency from the approved delivery invoice. Payment will be accomplished within 30 days of receipt of goods or invoicing, whichever is later, if product is as specified and statements are in proper form.
- 3.2 Monthly statements are to be submitted monthly to the "Bill to" location identified on the purchase order.
- 3.3 Purchase Order number must appear on all invoices, bills of lading, cases and correspondence.

# **FROZEN FOOD SPECIFICATIONS**

## **1. Packaging**

- 1.1** Must be U.S. Grade A and so labeled. Plastic (polyethylene) bags are the preferred packaging: vegetables must be packed in the current year and delivered at zero (0°F) degrees Fahrenheit.